CONTRACT FOR PROFESSIONAL SERVICE
NORTH CAROLINA PUBLIC SCHOOLS

STATE OF NORTH CAROLINA **Teacher**
AVERY COUNTY SCHOOLS

THIS PROFESSIONAL EMPLOYMENT CONTRACT is entered by and between the Avery County Board of Education ("Board") and **Keeli Fawcett** ("Teacher"). This Contract is effective only if approved by a majority of the Board at an officially called meeting of the Board. Teacher and the Board agree to the following terms and conditions, consistent with the laws of the State of North Carolina and the rules and directives of the North Carolina State Board of Education.

Teacher is employed pursuant to this Contract for a term of **1** school year(s), beginning with the school year **8/7/2023** through the school year **6/30/2024**. Teacher's dates of employment for each school year consist of **10** months of employment consistent with the North Carolina General Statutes and the school calendar adopted by the Board. At the conclusion of this **1** year term of employment, the Board may, but is not required to, reemploy Teacher by offering Teacher a subsequent contract as provided by law. The Board may offer such a contract for any length permitted by law.

Teacher shall be compensated for the professional services performed pursuant to this Contract at a rate consistent with the North Carolina General Statutes, the salary schedule for teachers established by the State of North Carolina, and any local supplement that may apply. The Teacher acknowledges and agrees that his or her placement on any State-approved salary schedule is a determination made by the North Carolina Department of Public Instruction ("NC DPI"). The Teacher agrees to submit any and all necessary documentation regarding placement on the salary schedule adopted by the State to the Licensure Division of the NC DPI. The Teacher further agrees that s/he will be paid in accordance with the amount funded by the State of North Carolina and any error in a) funding by the State or b) placement by the State on the state-approved salary schedule is not the financial responsibility of the Board. The Board agrees to provide the Teacher with funds, if any, provided specifically by the State to account for any error in funding or placement of the Teacher on the salary schedule.

If Teacher is paid from local funds Teacher may be paid on a different schedule established by the Board. If there are special duties or assignments for which the Board has agreed to compensate Teacher, those will be described in a separate agreement, whether written or oral, and the additional compensation will not be considered salary for the purpose of computing Teacher's salary under the provisions of G.S. 115C-325.1 *et seq*. Any reduction in pay due to a return to regular duties or the elimination of special duties or assignments is not a demotion as defined by law. For record keeping purposes only, any agreement regarding special duties may be attached.

Throughout the term of this Contract, Teacher shall maintain a valid North Carolina teaching license for Teacher's area of assignment. In the event that Teacher's license is revoked, suspended, expired, or not renewed for any reason, Teacher shall inform the Board's Human Resources Office. Teacher is solely responsible for obtaining and maintaining all required licenses, and for ensuring that information maintained by the North Carolina Department of Public Instruction that is used to determine the Teacher's rate of pay is up to date and correct.

Teacher shall perform all duties assigned by the Superintendent and required by the laws of the State of North Carolina. This Contract creates no right to any particular assignment or school site. Teacher agrees to become familiar with and abide by the policies and practices of the Board and the North Carolina State Board of Education, and to abide by the laws of the State of North Carolina and the United States.

Teacher shall be entitled to health benefits, earned leave and such other benefits as are available pursuant to the laws of the State of North Carolina and the policies and practices of the Board.

This contract shall be effectively terminated by Teacher upon the occurrence of any of the following: (1) Teacher giving notice to the Superintendent that Teacher intends to resign Teacher's employment no sooner than thirty (30) days from the date the notice is received by the Superintendent; or (2) Teacher abandoning Teacher's position by failing to report to work and failing to inform the Superintendent of the reason for the failure to report for ten (10) consecutive work days. In the event that Teacher fails to give thirty (30) days' notice prior to abandoning Teacher's position, the Board of Education may request that the State Board of Education revoke Teacher's license for the remainder of the school year.

The Board may alter the terms or terminate this Contract pursuant to the provisions and procedures provided in N.C.G.S. 115C-325.1 *et seq*.

This Contract is subject to modification as a result of subsequent legislative enactments.

If any provision of this Contract is held to be invalid or unenforceable, such provision shall be severed and shall be inoperative, and the remainder of this Contract shall remain in full force and effect.

This Contract is governed by the laws of the State of North Carolina.

Special Conditions:

Kelli Dowell
Employee's Signature

8/29/23
Date

By: John L. Greene
Board Chair

Witness: A. Alan Bingman
Secretary, Avery County Board of Education

Date:

NOTE: This form can be used in the employment of all professional employees classified as Teachers, as defined in G.S. 115(C)-325(a)(6). A copy of this contract shall be kept on file in the office of the superintendent and a copy furnished to the employee.